

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

Phillips

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FILE: B-213444

DATE: December 1, 1983

MATTER OF: Ray Hiller & Associates

DIGEST:

Protest after bid opening against possibility that contractor might not, because of ambiguity in specifications, furnish item required by procuring activity will not be considered since (1) to the extent the protest is against an ambiguity it is untimely as protests against an impropriety in specifications must be filed prior to bid opening and (2) question of whether contractor supplies an item in conformance with the specifications is a matter of contract administration which is the responsibility of the procuring agency, not our Office.

Ray Hiller & Associates (Hiller) protests the award of a contract under solicitation No. DABT-10-83-B-0267. Hiller's protest is based upon the possibility that the contractor may not supply the item called for by the specifications. Hiller explains that the specified brand name or equal item (exit sign with self-contained emergency battery) has a plastic housing with a fiberglass face, while the specifications call for a more expensive item with an aluminum housing and a polycarbonate plastic face. According to Hiller, the procuring activity has stated that it will require aluminum housings.

To the extent that Hiller is protesting the ambiguity in the specifications the protest is untimely since the protest was filed after bid opening and our Bid Protest Procedures require that a protest alleging improprieties in the solicitation which are apparent prior to bid opening, as was the case here, must be filed prior to bid opening. 4 C.F.R. § 21.2(b)(1) (1983). See Cobaro Services, Inc., B-211618, May 9, 1983, 83-1 CPD 492.

Whether the contractor supplies the item with the aluminum housing is a matter of contract administration which is the responsibility of the procuring agency and

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not our Office. See Consolidated Devices, Inc., B-211534, May 19, 1983, 83-1 CPD 537. Of course, should there be a dispute between the contractor and the procuring activity concerning the item to be furnished this would be a matter for resolution by the procuring agency under the Contract Disputes clause.

The protest is dismissed.

Harry R. Van Cleve
Harry R. Van Cleve
Acting General Counsel